Request For Proposal

REPSUDMISSION **AUDIT SERVICES** March 1, 2016 – February 28, 2017*

TOWN OF SOUTHEAST



1360 Route 22 Brewster, NY 10509

Phone: 845-279-431

Town Superviso

Tony Hay

Town Board

Elizabeth Hudak Robert Cullen Lynne Eckardt Edwin Alvarez

Town Clerk

Michele Stancati

Town Attorney

Willis H. Stephens, Jr.

Web Wajio Wa **Special District Administrator**

Levon Bedrosian

*The Contract to be awarded hereunder may be extended for up to four (4) consecutive one (1) terms at the sole discretion of the Town Boar.

LEGAL NOTICE

FOR CPA AUDIT SERVICES

The Town of Southeast (hereinafter called the "Town") is requesting proposals from qualified Certified Public Accountants ("CPA") and CPA Audit Service Firms.

Beginning on Monday, January 18, 2016, the RFP Documents may be obtained from the Office of the Town Clerk, Southeast Town Offices, 1360 Route 22, Brewster, N.Y. 10509, telephone number (845) 279-2196 and Interactive Procurement Technologies a/k/a Bid Net.

RECEIPT: The Town will receive proposals on or before 11:00 A.M. Friday, February 5, 2016, at the Town Clerk's office, Town of Southeast, 1360 Route 22, Brewster, N.Y. 10509. Proposals are to be submitted in a sealed envelope marked with "Request for Proposal for 2016/2017 Audit Services" along with your company name on the front. Opening of the Proposals will be on Monday, February 8, 2016, at 11:00 A.M.

TERMS OF CONTRACT: The contract commences on March 1, 2016 through February 28, 2017 and subject to renewal for up to four (4) successive one year terms.

STATEMENT OF NON-COLLUSION: Firms are required to execute the Non-Collusive Bidding Certificate presented within the RFP Requirements, pursuant to Section 103d of the General Municipal Law of the State of New York.

A standard Town Services Agreement and the Town of Southeast's Local Law No. 3 of 2008 requiring companies doing business with the Town to certify compliance with Federal law with respect to lawful hiring of employees, are included with the Bid documents for review by the Contractor.

BY ORDER OF OFFICE OF THE TOWN CLERK TOWN OF SOUTHEAST Michele Stancati Town Clerk

PROPOSAL FORM

TOWN OF SOUTHEAST AUDIT SERVICES

PROJECT IDENTIFICATION: Town of Southeast, Audit Services:

The Contract shall be for a one year term commencing on March 1, 2016 to February 28, 2017 with the possibility of four (4) additional one (1) year renewals at the option of the Town.

THIS PROPOSAL IS TO BE SUBMITTED TO:

Office of the Town Clerk Southeast Town Offices 1360 Route 22 Brewster, N.Y. 10509

The Town of Southeast (hereinafter the "Town") is requesting proposals from qualified CPAs and CPA Audit Service Firms.

Beginning on Monday, January 18, 2016, the RFP Documents may be obtained from the Office of the Town Clerk, Southeast Town Offices, 1360 Route 22, Brewster, N.Y. 10509, telephone number (845) 279-2196 and Interactive Procurement Technologies a/k/a Bid Net.

RECEIPT: The Town will receive proposals no later than 11:00 A.M., Friday, February 5, 2016, at the Town Clerk's office, Town of Southeast, 1360 Route 22, Brewster, N.Y. 10509. Proposals are to be submitted in a sealed envelope marked with "Request for Proposal for 2016/2017 Audit Services" along with your company name on the front. Opening of the Proposals will be on Monday, February 8, 2016, commencing at 11:00 A.M.

TERM OF CONTRACT: The contract commences on March 1, 2016 through February 28, 2017 and may be renewed for up to four (4) successive one (1) year terms at the option of the Town.

STATEMENT OF NON-COLLUSION: Interested parties are required to execute the Non-Collusive Bidding Certificate presented within the RFP Requirements, pursuant to Section 103d of the General Municipal Law of the State of New York.

A standard Town Personal Services Agreement will be required together with a certification of compliance with Town of Southeast's Local Law No. 3 of 2008, requiring companies doing business with the Town to certify compliance with Federal law with respect to lawful hiring of employees, are included with the Bid documents for review by the Contractor.

1. Introduction:

The Town seeks proposals from qualified professional CPA's and CPA Audit firms to provide selected services and assistance under a term contract on a regular scheduled basis.

2. Submittal:

The proposals must be submitted to the Town Clerk by no later than 11:00 A.M. on Friday, February 5, 2016 in a sealed envelope/package labeled "Town of Southeast Audit Proposal" with the company name and submission date. ELECTRONIC SUBMISSIONS (INCLUDING FAXES) ARE NOT ALLOWED. The proposals shall be directed to the attention of Michele Stancati, Town Clerk, Town of Southeast, Town Hall, 1360 Route 22, Brewster, N.Y. 10509.

The following schedule is anticipated:

I.	Deadline for proposals	11:00am	Friday,	Feb 5, 2016
II.	Short list notification	(if necessary)	Monday,	Feb 8, 2016
III.	Interviews of short list candidates	(if necessary)	Wednesday,	Feb 10, 2016
IV.	Negotiations with firms based on ranking	(if necessary)	Friday,	Feb 12, 2016
V.	Award of contract	on or before	Thursday,	Feb 18, 2016
VI.	Contract Term begins	1		Mar 1, 2016

Each firm that wishes to submit a proposal in response to this request, must submit two (2) bound original copies (one for Town Clerk and One for Accounting Office) and six (6) copies (one for each for; each town board member, and town attorney) of the original copy. The originals must be signed by the official authorized to bind the firm to its provisions. The total length of the proposals, excluding resume's, financial documentation charts or graphs, may not exceed thirty-five (35) pages including introduction cover.

3. Presentations:

Proposers may be invited to make a verbal presentation of their proposal to the Town Board. Such presentations provide the opportunity for the proposer to clarify its proposal to the Town Board to insure a thorough understanding of the material submitted. The presence of the owner, senior CPA and or the CPA Auditor who will be working specifically with the Town on projects may be required.

4. Scope of Services:

The selected consultant will be expected to provide a range of services to support the Town Accounting Office, Town Supervisor and Town Board. The range of services needed may include, but not necessarily be limited to, the following:

a. Annual audit of the financial statements for the year end (to be completed by March 31^{st} of each year) for:

- i Town of Southeast General Budget
- ii MTA Parking Facility [contract services provided by the Town to MTA]
- b. Review and assist Town Accounting Office with the preparation of the Annual Budget.
- c. Advise the Town Board when any Financial Risks are identified with any proposed remedies.
- d. Monthly meeting/conference with the Town Accountant, Town Supervisor and/or Town Board to discuss the YTD financial condition and potential risks of the Town's finances.
- e. Management letter containing comments and recommendations with respect to accounting and administrative controls, best practices and ways to optimize efficiencies.
- f. Preparation of federal and state information returns for the town in advance of all required deadlines.
- g. Availability throughout the year to provide advice and guidance on financial accounting and reporting issues.

5. Special Instructions:

- a. The selected individual or firm will be required to execute a Town's Standard Personal Services Agreement (copy attached) within 30 days of the Town Board's awarding of the contract.
- b. The selected individual or firm must agree not to perform any services to developers, businesses, or residents of the Town, for project(s) within the Town which is subject to review by the Town which would result in a conflict of interest.
- c. Each firm that wishes to submit a proposal in response to this request, must submit two (2) bound original copies (one for Town Clerk and One for Accounting Office) and six (6) copies (one for each for; each town board member, and town attorney) of the original copy. The originals must be signed by the individual or official authorized to bind the firm to its provisions. The total length of the proposals, excluding resume's, financial documentation charts or graphs, may not exceed thirty-five (35) pages including introduction cover.
- d. Must adhere to Local Law #3 of 2008 requirements (copy provided with this RFP).
- e. The Town Board reserves the right to seek additional information from any and all proposers; to select a group of finalists if more than four (4) proposals are received; and to schedule interviews with finalists.
- f. The individual or firm will provide proof of the following Insurance at the time of contract:
 - Statutory Worker's Compensation coverage, in compliance with the Compensation Law of the state of New York.

- General Liability Insurance coverage in the comprehensive general liability form including blanket contractual coverage for the operation of the program under the Agreement in the amount of \$2,000,000.00. This insurance shall include coverage for bodily injury and property damage in the amount of \$1,000,000.00. The Town of Southeast must be listed as additional named insured.
- Automobile liability insurance coverage for all owned, leased, or non-owned vehicles in the amount of \$1,000,000.00 per occurrence. This insurance shall include coverage for bodily injury and property damage. The Town of Southeast must be listed as additional named insured.
- Disability Insurance in accordance with State of New York requirements.
- All policies and certificates of insurance of the Contractor shall contain the following clauses:

Town of Southeast is named as an additional insured and as Certificate Holder. Insurers shall have no right of recovery or subrogation against the Town of Southeast (including its agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance.

- i. The Clause "other insurance provisions" in a policy in which the Town of Southeast is named as an additional insured, shall not apply to the Town of Southeast.
- ii. The insurance companies issuing the policy or policies shall have no recourse against the Town of Southeast (including its agents or agencies) for payment of any premiums or for assessments under any form of policy.
- and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the risk of the Contractor.

6. Proposals Contents:

The proposals must contain information sufficient to assist Southeast in its evaluation of the individual or firm's abilities according to criteria listed below and such information as the firm may feel is relevant to fully demonstrate its capabilities.

- a. Identity, qualifications and experience of key personnel, team members, and sub consultants (identified as such); especially those individuals who will perform and supervise the work requested by the Town. This will include job titles, description of duties and experience on similar projects. (*Maximum of one* (1) page per person.)
- b. Provide copies of any CPA certifications and/or Accounting Organization memberships for key personnel who were outlined in item "a" above. (*Maximum of one* (1) page per person.)

- c. The knowledge and familiarity with NYS Municipality Accounting Reporting Practices. (Maximum of four (4) pages.)
- d. The performance of the firm in similar situations and projects that may be anticipated by Southeast. (Maximum of four (4) pages.)
- e. The corporate philosophy and approach employed in problem solving. (Maximum of two (2) pages.)
- f. Describe the technical capabilities of the firm; including the ability of the firm of utilize Southeast's accounting software data provided by subcontractor KVS (Maximum of four (4) pages.)
- g. Proposer should demonstrate its capacity to successfully apply and commit itself to the town financial review and reporting. It should also describe its management approach and staffing for projects, including the scheduling of staff resources. The proposer should describe its proposed organizational structure. The discussion should address without limitation to the following: (Maximum of ten (10) pages.)
 - i. Demonstrate means to ensure that the team will work together effectively
 - ii. explain how it handles auditing troubles encountered while performing reviews
 - iii. The means by which adequate and timely attention to projects will be assured by the prime and all sub-consultants
 - iv. the team's potential resource constraints and how these will be mitigated
 - v. contingency plan for loss of personnel
- h. Provide outline of the ability to provide the Town with digital files throughout a project; this includes but is not limited to: Adobe Acrobat Portable Document Format (PDF), Microsoft Word (DOC), Excel (XLS), etc. All hard copy deliverables upon the completion of any given project must also be able to be transmitted to Southeast digitally. (Maximum of one (1) pages)
- i. Provide sample copies of firms format used for reporting and communicating financial condition of YTD/Budget/Year Ending Forecasting analysis.
- j. Federal and State regulations that change continuously over time. The prime CPA shall submit a listing and available resources used with their experience with handling of such changes. (Maximum of four (4) pages)
- k. List of (at least 5) current and recent (within past 3 years) references with outline of services or project performed with each. A minimum of three (3) which must be municipal clients within 100 miles vicinity to the Town of Southeast. (Maximum of five (5) pages)
- 1. The ability to communicate and exchange digital files with Southeast via electronic mail. (*Maximum of one* (1) page)
- m. Please submit financial statements or tax returns for the last three (3) years.
- n. Fully executed Non-Collusive Bidding Certificate.

7. <u>Fees:</u> (*Maximum of two* (2) *pages*)

- a. Hourly Schedule: Proposers shall provide a fee schedule in table format by job title job grade for any work performed outside the specifications listed above.
- b. Miscellaneous Expenses: Provide Ala Carte Price list for all fees the company will/may charge for their services and supporting documentations.
- c. Fees for;
 - i. any additional Meetings with Town Officials not listed above
 - ii. any other charges the company may feel applicable to their services.
 - iii. provide a description with examples of how the company will calculate fees for any consecutive contract years.

8. Evaluation of Proposals:

Selection criteria will include but not be limited to the information contained Gen. Oblig. Law Section 103, <u>et seq.</u>, "Procurement of Professional Services" in the Code of the State of New York (current through end of 2013 session).

The selection of a consulting Town Audit firm will be at the sole discretion of the Town Board. The Town Board will not retain a consulting firm based solely on the fee schedule submitted. This will be one of the many factors that will be reviewed and taken into consideration among the other criteria submitted. Specific attention will be paid to the items outlined in sections numbered six (6) and seven (7) of the RFP.

Other factors besides price will consist of but not limited to:

qualifications, availability and depth of resources, ability to meet time schedules, controlling project costs, references responses, experience and technical competence in consulting to municipal clients.

9. Term of Contract:

Southeast will enter into a one (1) year contract with one consultant selected. The contract is subject to renewal for up to four (4) successive one year terms, thereby permitting a possible maximum contractual total term of five (5) years.

10. Mandatory Provisions:

The proposal constitutes an offer by the firm which shall remain open and irrevocable for a period of 90 days from the deadline for submitting proposals.

11. Questions pertaining to this Proposal:

No pre-submission meeting is planned.

Any contract questions related to this proposal shall be directed in writing to Town Board's email: townboard@southeast-ny.gov. The Town Supervisor will relay all responses back to the contractor. Receipt of written inquiries is Monday – Friday, 10:00 A.M. - 4:00 P.M.

12. Right to Reject or Modify

The Town of Southeast reserves the right, in its sole discretion, to reject any and/or all proposals submitted, to undertake discussions and modifications with one or more consultants and to proceed with that proposal or modified proposal, in any, which in its judgment, will, under all circumstances, best serve the public interest. The Town reserves the right to waive or correct any irregularities in proposals, after prior notice to the proposer, and negotiate separately with competing proposers. Firms along with their employees and subcontractors with a known history and/or association with organized crime will be deemed invalid and un-responsible and therefore unable to be considered. The contract would result with the selection of the next highest

PROPOSAL SUBMITTED BY:

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mmunications concerning this proposa	ıl shall be addressed to:	MUIS	
e mailing address of Vendor			
te proposal submitted	KO(K,		
Vendor is:	JÖL		
Individual			
By		(Seal)	
Doing business as	ndividual's Name)		
Business address			
Telephone Number			
Partnership			
By		(Seal)	
	(Firm Name)		
	General Partner)		
Business address			
Talanhana Number			
Town of Southeast, New York	2016/2017 RFP Town Auditor		

A Corporation

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Business Address:	
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Phone Number and Address for receipt of official communications:

and above. Submission of the s

LOCAL LAW NO. 3 /2008, TOWN OF SOUTHEAST, NEW YORK

A LOCAL LAW TO REQUIRE COMPANIES DOING BUSINESS WITH THE TOWN TO CERTIFY COMPLIANCE WITH FEDERAL LAW WITH RESPECT TO LAWFUL HIRING OF EMPLOYEES

BE IT ENACTED BY THE TOWN BOARD OF THE TOWN OF SOUTHEAST, as

follows:

Section 1. Legislative Intent.

This Town Board hereby finds that there has been an ongoing national debate regarding the unfairness and inequities between employers that comply with all federal, State, and local laws and regulations in connection with the hiring of their employees and employers that fail to comply with such laws and regulations.

This Town Board further finds and determines that these inequities provide a financial disadvantage to those employers who comply with all federal, State, and local laws and regulations in connection with the hiring of their employees while, in turn, providing an unfair financial advantage to those employers who do not comply with the law.

This Town Board further finds and determines that, since there has been a lack of enforcement of a twenty (20) year old federal law (Simpson-Mazzoli) that requires businesses to verify that their employees are legally eligible to be employed in the United States, the Town of Southeast has an opportunity to lead by example in an effort to prod the federal government to undertake such enforcement action.

This Town Board also finds and determines that employer non-compliance with federal, State, and local laws and regulations that regulate the hiring of employees results in diminished protections of employees from unfair labor practices and fosters the circumvention of prevailing wage and health insurance coverage requirements.

This Town Board further finds and determines that the Town of Southeast at present has no jurisdiction to enforce Simpson-Mazzoli.

This Town Board also finds and determines that the Town of Southeast has a finite amount of scarce taxpayer resources to expend, which resources shall be spent wisely and prudently.

This Town Board further finds that the Town of Southeast provides contracts, license agreements, leases and other forms of financial assistance to businesses that result in the creation and maintenance of a wide variety of employment opportunities in Southeast, thereby affording the Town the opportunity to utilize its economic and financial leverage to compel local businesses to comply with the federal law requiring businesses to verify that their employees are legally eligible to be employed in the United States.

Therefore, the purpose of this law is to provide a means of assisting the enforcement of the federal law requiring businesses to verify that their employees are legally eligible to be employed in the United States, by providing an enforcement mechanism at the Town level against non-compliant businesses that do business with the Town of Southeast, by

- (i) helping to promote the federal policy of requiring employers to verify the employment status of potential employees;
- (ii) helping to eliminate unfair competitive advantages between businesses;
- (iii) helping to eliminate unfair labor practices and worker exploitation; and
- (iv) helping to assure taxpayers that employers and employees are paying their fair share of taxes by complying with tax laws.

Section 2. Definitions.

As used in this law, the following terms shall have the meaning indicated:

- A.) ALIEN Any person who is not a citizen or national of the United States.
- B.) AWARDING AGENCY The Town Board or the subordinate or component entity or person of the Town of Southeast that is responsible for solicitation of proposals or bids and responsible for the award and administration of contracts, license agreements, leases and other financial compensation agreements.
- C.) COMPENSATION -
 - 1.) Any loan, tax incentive funding, appropriation, payment, subsidy or other form of financial assistance which is realized by or provided to a covered employer, or the owners thereof, by or through the authority or approval of the Town of Southeast including, but not limited to Industrial Development Agency (IDA) loans, and
 - 2.) Any contract, subcontract, license agreement, lease or other financial compensation agreement let to a person with or by the Town of Southeast for the furnishing of services, goods, equipment, supplies, materials, public works, or other property to or for the Town of Southeast.
- D.) CONTRACTOR A person who contracts to do work for another. This term does not include wholesalers.
- E.) COVERED EMPLOYEE An individual employed on either a full-time, part-time, temporary or seasonal basis, by a covered employer to perform work on or for the project or matter for which the recipient has received compensation.
- COVERED EMPLOYER A recipient of, or an applicant for, compensation that is not exempt from this law, and who has at least one (1) Covered Employee working within the Town of Southeast.
- G.) PERSON One or more of the following or their agents, employees, representatives and legal representatives: individuals, corporations, partnerships, joint ventures, associations, labor organizations, educational institutions, mutual companies, joint-stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers, fiduciaries and other entities recognized at law by this Town.

- H.) PROTECTED INDIVIDUAL An individual who: a) is a citizen or national of the United States; or b) is an Alien who is lawfully admitted for permanent residence, is granted the status of an Alien lawfully admitted for temporary residence under Title 8 U.S.C. Section 1160(a) or Section 1255a(a)(1), is admitted as a refugee under Title 8 U.S.C. Section 1157, or is granted asylum under Title 8 U.S.C. Section 1158; but does not include: (i) an Alien who fails to apply for naturalization within six months of the date the alien first becomes eligible (by virtue of period of lawful permanent residence) to apply for naturalization or, if later, within six months after the date of the enactment of Title 8 U.S.C. Section 1324b; and (ii) an Alien who has applied on a timely basis, but has not been naturalized as a citizen within 2 years after the date of the application, unless the Alien can establish that the Alien is actively pursuing naturalization.
- I.) RECIPIENT Any person or entity that is a recipient of compensation, as defined in this law, and any contractor or subcontractor of a recipient producing or providing goods, materials, supplies, public works, or services to a recipient that are used by that recipient in the project or matter for which the recipient has received compensation.
- J.) SEASONAL A period of time not to exceed ninety (90) consecutive days at any given time within a six-month period.
- K.) SUBCONTRACTOR A person who takes portions of a contract from a Covered Employer, a Contractor or another Subcontractor. This term does not include wholesalers.
- L.) TOWN The Town of Southeast, any agency, office, position, administration, department, division, bureau, board, commission, corporation, public authority, special district or unit of government, the expenses of which are paid in whole or in part by the Town of Southeast, or over which majority control is exercised by officers of the Town of Southeast or of a Town-affiliated agency or their appointees.
- M.) WHOLESALER A person who buys in comparatively large quantities, and then resells, usually in small quantities, to a middleman or retailer, but never to the ultimate consumer.

Section 3. Requirements.

A.)
1.) All Covered Employers, and the owners thereof, as the case may be, that are recipients of Compensation from the Town through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the Town or an awarding agency, where such compensation is one hundred percent (100%) funded by the Town, shall submit a completed sworn affidavit (under penalty of perjury), the form of which is annexed hereto as Appendix A, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code (U.S.C.) Section 1324a (Aliens and Nationality) with respect to the hiring of Covered Employees and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the Covered Employer or owner, as the case may be; shall be part of any executed contract, subcontract,

license agreement, lease or other financial compensation agreement with the Town; and shall be made available to the public upon request.

- 2.) All such Covered Employers, and the owners thereof, as the case may be, shall not discriminate against any Covered Employee or applicant for employment with respect to the hiring, or recruitment or referral for a fee, of such Covered Employee or applicant for employment, nor shall such Covered Employers, and the owners thereof, as the case may be, discriminate against any Covered Employee with respect to the discharge of such Covered Employee, because of race, creed, color, national origin, sex, age, gender, disability, sexual orientation, military status, or marital status, or in the case of a protected individual, because of such individual's citizenship status.
- 3.) All such Covered Employers, and the owners thereof; as the case may be, shall not intimidate, threaten, coerce, or retaliate against any Covered Employee or applicant for employment for the purpose of interfering with any right or privilege secured under Title 8 U.S.C. Section 1324b or because the covered employee or applicant for employment intends to file or has filed a charge or a complaint, testified, assisted, or participated in a manner in an investigation, proceeding, or hearing under Title 8 U.S.C. Section 1324b. A Covered Employee or applicant for employment so intimidated, threatened, coerced, or retaliated against shall be considered to have been discriminated against for purposes of Section 3(A)(2) of this law.
- All Contractors and Subcontractors of Covered Employers, and the B.) 1.) owners thereof, as the case may be, that are assigned to perform work in connection with a Town contract, subcontract, license agreement, lease or other financial compensation agreement issued by the Town or awarding agency, where such compensation is one hundred percent (100%) funded by the Town, shall submit to the Covered Employer a completed sworn affidavit (under penalty of perjury), the form of which is annexed hereto as Appendix A, certifying that they have complied, in good faith, with the requirements of Title 8 U.S.C. Section 1324a with respect to the hiring of Covered Employees and with respect to the alien and nationality status of the owners thereof, as the case may be. The affidavit shall be executed by an authorized representative of the Contractor, Subcontractor, or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the Town; and shall be made available to the public upon request.
 - 2.) All such Contractors and Subcontractors of Covered Employers, and the owners thereof, as the case may be, shall not discriminate against any employee or applicant for employment with respect to the hiring, or recruitment or referral for a fee, of such employee or applicant for employment, nor shall such Contractors and Subcontractors of Covered Employers, and the owners thereof, as the case may be, discriminate against any employee with respect to the discharge of such employee.

- because of race, creed, color, national origin, sex, age, gender, disability, sexual orientation, military status, or marital status, or in the case of a protected individual, because of such individual's citizenship status.
- 3.) All such Contractors and Subcontractors of Covered Employers, and the owners thereof, as the case may be, shall not intimidate, threaten, coerce, or retaliate against any employee or applicant for employment for the purpose of interfering with any right or privilege secured under Title 8 U.S.C. Section 1324b or because the employee or applicant for employment intends to file or has filed a charge or a complaint, testified, assisted, or participated in a manner in an investigation, proceeding, or hearing under Title 8 U.S.C. Section 1324b. An employee or applicant for employment so intimidated, threatened, coerced, or retaliated against shall be considered to have been discriminated against for purposes of Section 3(B)(2) of this law.
- C.) Covered Employer and owner sworn affidavits shall be submitted to the awarding agency at the following times:
 - 1.) upon application made to the Town for any grant, loan, subsidy, tax incentive funding, appropriation, payment, or other form of financial assistance:
 - 2.) upon submission to the Town of any response to a Town bid, request for proposals (RFP), request for qualifications (RFQ), request for expressions of interest (RFEI), or similar contract letting process, including but limited to letting for license agreements, leases and other financial compensation agreements;
 - 3.) on January 1st of each year for the duration of the Town contract, subcontract, license agreement, lease or other financial compensation agreement; and
 - 4.) upon renewal and amendment of any Town contract, subcontract, license agreement, lease or other financial compensation agreement.
- D.) Contractor and Subcontractor sworn affidavits shall be submitted by the Covered Employer to the awarding agency at the following times:
 - within one (1) week after the Contractor or Subcontractor is hired by the covered employer to perform the work in connection with the Town contract, subcontract, license agreement, lease or other financial compensation agreement;
 - 2.) in the event of a Town contract, subcontract, license agreement, lease or other financial compensation agreement that is being renewed or amended where a Contractor or Subcontractor was previously hired by a Covered Employer to perform work in connection with such contract, subcontract, license agreement, lease or other financial compensation agreement, upon such renewal or amendment; and

3.) on January 1st of each year for the duration of the Town contract, subcontract, license agreement, lease or other financial compensation agreement, provided that the Contractor or Subcontractor was previously hired by the covered employer to perform work in connection with such contract, subcontract, license agreement, lease or other financial compensation agreement and is continuing to perform such work.

Section 4. Affirmative Defense.

- A.) Any Covered Employer and the owners thereof, as the case may be, that establish that they have complied in good faith with the requirements of Title 8 U.S.C. Section 1324a with respect to the hiring of Covered Employees and with respect to the alien and nationality status of the owners thereof, as the case may be, have established an affirmative defense that such covered employer and the owners thereof, as the case may be, have not violated Section 3(A)(1) of this law with respect to such hiring and alien and nationality status of the owners thereof.
- B.) Any Contractor and Subcontractor of a Covered Employer and the owners thereof, as the case may be, that establish that they have complied in good faith with the requirements of Title 8 U.S.C. Section 1324a with respect to the hiring of Covered Employees and with respect to the alien and nationality status of the owners thereof, as the case may be, have established an affirmative defense that such Contractor and Subcontractor of the Covered Employer and the owners thereof, as the case may be, have not violated Section 3(B)(1) of this law with respect to such hiring and alien and nationality status of the owners thereof.

Section 5. Maintenance of Records.

- A.) All Covered Employers and the owners thereof, as the case may be, shall verify that they have complied with the requirements of Section 3 of this law based upon the categories of records, set forth below, copies of which shall be maintained by the Covered Employer to evidence compliance with this law:
 - (i) United States passport; or
 - (ii) resident alien card or alien registration card; or
 - (a) driver's license, if it contains a photograph of the individual; and
 - (b) a social security account number card (other than such a card which specifies on its face that the issuance of the card does not authorize employment in the United States); or
 - (iv) employment authorization documents, such as an H-1B visa, H-2B visa, and L-1 visa, or such other work visa as may be authorized by the United States Government at the time the Town contract is awarded for all covered employees; or

- (v) birth certificate indicating that person was born in the United States;
- B.) The documents reviewed and relied upon by the Covered Employer, or the owners thereof, as the case may be, must appear on their face to be genuine. Copies of such documents relied upon by the Covered Employer, or the owners thereof, as the case may be, shall be maintained by the Covered Employer for all Covered Employees for the periods set forth below.
- C.) Such records shall be maintained by the Covered Employer, or owners thereof, for the following minimum periods of time:
 - 1.) one (1) year for a tax incentive;
 - 2.) two (2) years for a Town grant, subsidy or other financial assistance;
 - 3.) until such time the IDA loan is paid back in full; and
 - 4.) six (6) years after the Town contract, subcontract, license agreement, lease or other financial compensation agreement either expires or is terminated.
 - D.) Authorized Town employees shall be entitled to review such records on a periodic basis as requested by the Town or awarding agency.
 - E.) The Town shall ensure that employees reviewing such records are briefed by Town counsel in order to ensure that such audits are done in compliance with all applicable law. Procedures should be adopted by the Town to ensure that such audits are not discriminatory and to ensure that sensitive personal information is not released unlawfully.

Section 6. Town contracts; subcontractor contracts.

- A.) No grant, loan, subsidy, tax incentive, funding, appropriation, payment, other financial assistance, contract, subcontract, license agreement, lease or other financial compensation agreement shall be awarded to a Covered Employer, or the owners thereof, as the case may be, that does not certify that it has complied with Title 8 U.S.C. Section 1324a and Sections 3 and 5 of this law, with respect to its Covered Employees or with respect to the alien and nationality status of the owners thereof, as the case may be. All Town contracts, subcontracts, license agreements, leases and other financial compensation agreements awarded shall set forth the obligations of the covered employer and owners as enumerated in this law.
 - All Covered Employers, or the owners thereof, as the case may be, shall inform their Contractors and Subcontractors to comply with the provisions of this law for as long as the Covered Employer or owner, as the case may be, is in receipt of compensation. Language indicating the Contractor's and Subcontractor's requirement to comply shall be included in any contract or agreement between a Covered Employer and its Contractors and Subcontractors. A copy of such subcontracts or other agreements shall be submitted to the Town and made available to the public upon request.

Section 7. Applicability.

- A.) This law shall apply to all actions occurring on or after June 1, 2008, and shall apply to:
 - (i) All Town contracts, subcontracts, license agreements, leases and other financial compensation agreements entered into or renewed after the applicability date of this law:
 - (ii) Amendments to all Town contracts, subcontracts, license agreements, leases and other financial compensation agreements entered into after the applicability date of this law;
 - (iii) All loans, subsidies, tax incentives funding, appropriations, payments, and other financial assistance provided by the Town after the applicability date of this law; and
 - (iv) A Covered Employer, or the owners thereof, as the case may be, who is constructing public works for the Town under a loan agreement and pursuant to Town plans and specifications, even though the project may not be 100 per cent County funded due to federal and/or State aid that may be available.
- B.) This law shall not apply as follows:
 - (i) Section 3(B) of this law shall not apply to the Subcontractors of not-for-profit corporations or the Subcontractors or the owners thereof, as the case may be, as that term is defined in the NEW YORK NOT-FOR-PROFIT CORPORATION LAW.

Section 8. Enforcement; penalties for offenses.

- A.) Notwithstanding any provision of law to the contrary, any Covered Employer, or the owners thereof, as the case may be, who submits a false, fictitious or fraudulent affidavit to the Town or awarding agency in connection with Sections 3 or 6 of this law shall, upon conviction, be guilty of a Class A misdemeanor, punishable by a fine of not less than \$250.00 nor more than \$2,000.00, or up to six (6) months imprisonment, or both. Each such violation shall constitute a separate and distinct offense.
- B.) Notwithstanding any provision of law to the contrary, any Covered Employer, or the owners thereof, as the case may be, who violates any of the provisions of Sections 3 or 6 of this law, upon a first violation shall be subject to a civil penalty, in an amount not less than \$250.00 nor more than \$1,000.00, for each day such Covered Employee remains employed by the Covered Employer, or for each day the owners thereof shall remain an owner, as the case may be. Any Covered Employer, or the owners thereof, as the case may be, who violates any of the provisions of Sections 3 or 6 of this law as set forth herein within the period of one (1) year immediately subsequent to the first violation, shall result in a second violation, the civil penalty of which shall be in an amount not less than \$1,000.00 nor more than \$2,500.00 for each day such Covered Employee remains employed by the Covered Employer, or for each day the owners

ission

- thereof shall remain an owner, as the case may be. Each such violation shall constitute a separate and distinct offense.
- C.) Notwithstanding any provision of law to the contrary, any Covered Employer, or the owners thereof, as the case may be, who violates the provisions of Section 5 of this law shall be subject to a civil penalty, in an amount not less than \$250.00 nor more than \$2,000.00.
- D.) Any Covered Employer, or the owners thereof, as the case may be, who violates the provisions of Sections 3, 5, or 6 of this law, more than two (2) times, shall have its contract, subcontract, license agreement, lease or other financial compensation agreement terminated immediately; and, in the case of a Town IDA loan, subsidy or other form of financial assistance, same shall be declared in default for purposes of the Town collecting on the full amount of the loan, subsidy or other form of financial assistance. In addition, such Covered Employers shall be barred from bidding on future Town contracts and shall be ineligible to receive any future loans, subsidies or other financial assistance from the Town.
- E.) Any determination made hereunder by the Town shall be reviewable pursuant to Article 78 of the Civil Practice Law and Rules.

Section 9. Severability.

If any clause, sentence, paragraph, subdivision, section, or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section, or part of this law, or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

Section 10. Effective Date.

This law shall take effect immediately upon filing in the Office of the Secretary of rate.

NON-COLLUSIVE BIDDING CERTIFICATE

Made pursuant to Section 103-d of the General Municipal Law of the State of New York

By submission of this bid, each bidder and each person signing on behalf of any bidder certified, and, in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury that to the best of knowledge and belief:

- 1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- 2. Unless otherwise required by law, the prices which have been quoted in this bill have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;
- 3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of competition.

Verification by Subscription and Notice under Penal Law Section 210.45

Affirmed under penalty of per

It is a crime, punishable as a Class A Misdemeanor under the laws of the State of New York, for a person, in and by a written instrument, to knowingly make a false statement, or to make a statement which such person does not believe to be true.

Company Name:	
	By:Signature
	Print Name:
4011102	Title:
Sworn to before me this	
day of, 20	

Informational Copy Only. Not for REP Submission